

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT  
(M.G.L. Ch. 30, Sec. 39M)***

**PROJECT MANUAL:  
CRACK-SEALING  
OF  
BITUMINOUS CONCRETE ROADWAYS  
*INVITATION FOR BID #14-08***

**Bid Opening Date: August 15, 2013 at 11:30 a.m.**

**AUGUST 2013  
Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #14-08**

The City of Newton invites sealed bids from Contractors for:

**CRACK-SEALING  
OF  
BITUMINOUS CONCRETE ROADWAYS**

**Bids** will be received until: **11:30 a.m., Thursday, August 15, 2013**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

**Work under this contract is for the initial cleaning of cracks in bituminous concrete roadways and for the subsequent application of crack-sealing compounds. The Contractor shall perform the work at multiple roadway locations based upon a schedule as determined by the Engineer on a day-to-day basis.**

Contract Documents will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pick up at the Purchasing Department after **10:00 a.m., August 1, 2013**. **Bids must be submitted with one Original and one Copy.**

**MassDOT has provided a list of Prequalified Construction Contractors to the City of Newton. Bidders will be verified at time of Bid Opening.**

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

**Anticipated start date is August 26, 2012. Time for completion is thirty (30) calendar days from the Notice To Proceed.**

All bids are subject to the provisions of M.G.L. c. 30, § 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. c. 149, § 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all **"on-site"** work.

Once you've downloaded this bid from the internet website ([www.newtonma.gov/bids](http://www.newtonma.gov/bids)), I strongly suggest you email ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON  
Nicholas Read  
*Chief Procurement Officer*  
August 1, 2013

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, Conditions of the Contract, General Requirements and Project Specification (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received by Friday, August 9, 2013 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-08**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. Bid advised that to the extent permitted by law the City will retain all bid deposits for withdrawn bids.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- \* GENERAL BID FOR: **#14-08**
- \* NAME OF PROJECT: **CRACK-SEALING OF BITUMINOUS CONCRETE ROADWAYS**
- \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

### 4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds **+/- 5 per cent.** Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

**Price Adjustment Clauses – to apply as follows:**

- **Diesel and Gasoline** – The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period. Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract. (See p. 61 below.)

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #14-08**

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**CRACK-SEALING  
OF  
BITUMINOUS CONCRETE ROADWAYS**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The Contractor shall insert prices for each item in ink, in both words and figures.

\_\_\_\_\_ Dollars and \$ \_\_\_\_\_  
(Contract price shall equal the Total of the attached Item Sheets)

COMPANY NAME: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Item Sheets, 3 pages
- ☐ A five percent (5%) bid deposit.

- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 30, § 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

City of Newton



Mayor  
Setti D. Warren

**Purchasing Department**

Nicholas Read ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #\_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C -

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

### CRACK-SEALING OF BITUMINOUS CONCRETE ROADWAYS

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$ )

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-08 issued by the Purchasing Department;
- c. The Project Manual :

### CRACK-SEALING OF BITUMINOUS CONCRETE ROADWAYS

including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

- d. Addenda Number(s)\_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of \$ \_\_\_\_\_  
are available in account number:  
33N401O-586002

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT & BONDS ARE APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2013 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2013.

PRINCIPAL

SURETY

\_\_\_\_\_  
BY \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the SELLOR.
7. The SELLOR shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the SELLOR, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the SELLOR or Contractor and may result in an unenforceable claim.
13. The SELLOR shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense.

All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD  
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

**END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: #14-08 City/Town: NEWTON  
Description of Work: Crack-Sealing of Bituminous Concrete Roadways  
Job Location: Various Locations

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 2 of 34



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.06	\$10.18	\$18.15	\$0.00	\$76.39
	02/01/2014	\$48.62	\$10.18	\$18.15	\$0.00	\$76.95
	08/01/2014	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	02/01/2015	\$50.08	\$10.18	\$18.22	\$0.00	\$78.48
	08/01/2015	\$50.98	\$10.18	\$18.29	\$0.00	\$79.45
	02/01/2016	\$51.55	\$10.18	\$18.29	\$0.00	\$80.02
	08/01/2016	\$52.45	\$10.18	\$18.37	\$0.00	\$81.00
	02/01/2017	\$53.02	\$10.18	\$18.37	\$0.00	\$81.57

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 3 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.03	\$10.18	\$18.15	\$0.00	\$52.36
2	60	\$28.84	\$10.18	\$18.15	\$0.00	\$57.17
3	70	\$33.64	\$10.18	\$18.15	\$0.00	\$61.97
4	80	\$38.45	\$10.18	\$18.15	\$0.00	\$66.78
5	90	\$43.25	\$10.18	\$18.15	\$0.00	\$71.58

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 4 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2013	\$42.68	\$10.90	\$18.71	\$1.30	\$73.59
BRICKLAYERS LOCAL 3 (NEWTON)	01/01/2014	\$43.60	\$10.90	\$18.71	\$1.30	\$74.51
	07/01/2014	\$44.20	\$10.90	\$18.71	\$1.30	\$75.11
	01/01/2015	\$45.14	\$10.90	\$18.71	\$1.30	\$76.05
	07/01/2015	\$45.72	\$10.90	\$18.71	\$1.30	\$76.63
	01/01/2016	\$46.64	\$10.90	\$18.71	\$1.30	\$77.55

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 6 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.34	\$10.90	\$12.21	\$1.30	\$45.75
2	60	\$25.61	\$10.90	\$13.71	\$1.30	\$51.52
3	65	\$27.74	\$10.90	\$14.71	\$1.30	\$54.65
4	70	\$29.88	\$10.90	\$15.71	\$1.30	\$57.79
5	75	\$32.01	\$10.90	\$16.71	\$1.30	\$60.92
6	80	\$34.14	\$10.90	\$17.71	\$1.30	\$64.05
7	90	\$38.41	\$10.90	\$18.71	\$1.30	\$69.32

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.80	\$10.90	\$12.21	\$1.30	\$46.21
2	60	\$26.16	\$10.90	\$13.71	\$1.30	\$52.07
3	65	\$28.34	\$10.90	\$14.71	\$1.30	\$55.25
4	70	\$30.52	\$10.90	\$15.71	\$1.30	\$58.43
5	75	\$32.70	\$10.90	\$16.71	\$1.30	\$61.61
6	80	\$34.88	\$10.90	\$17.71	\$1.30	\$64.79
7	90	\$39.24	\$10.90	\$18.71	\$1.30	\$70.15

## Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)  
PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
------------	---------	--------	---------	--------	---------

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 7 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65
	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 8 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
ELEVATOR CONSTRUCTORS LOCAL 4						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 10 of 34



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

**Notes:**

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 11 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
<i>LOCAL 103</i>	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 12 of 34

## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
GLAZIERS LOCAL 35 (ZONE 2)						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 13 of 34

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS  
*OPERATING ENGINEERS LOCAL 4*

06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 14 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	---------------------------	------------

**Apprentice - OPERATING ENGINEERS - Local 4**

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 15 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
LABORERS - ZONE 1	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

**Notes:**

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
IRONWORKERS LOCAL 7 (BOSTON AREA)						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 16 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

## Notes:

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR  
LABORERS - ZONE I

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

## LABORER

LABORERS - ZONE I

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 17 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total RateApprentice - *LABORER - Zone 1*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:

Apprentice to Journeyworker Ratio: 1:5

## LABORER: CARPENTER TENDER

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

## LABORER: CEMENT FINISHER TENDER

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

## LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER

LABORERS - ZONE 1

12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
------------	---------	--------	---------	--------	---------

For apprentice rates see "Apprentice- LABORER"

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 18 of 34



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.66	\$10.18	\$16.83	\$0.00	\$63.67
	02/01/2014	\$37.11	\$10.18	\$16.83	\$0.00	\$64.12
	08/01/2014	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	02/01/2015	\$38.27	\$10.18	\$16.90	\$0.00	\$65.35
	08/01/2015	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	02/01/2016	\$39.43	\$10.18	\$16.97	\$0.00	\$66.58
	08/01/2016	\$40.13	\$10.18	\$17.05	\$0.00	\$67.36
	02/01/2017	\$40.59	\$10.18	\$17.05	\$0.00	\$67.82

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 19 of 34

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.33	\$10.18	\$16.83	\$0.00	\$45.34
2	60	\$22.00	\$10.18	\$16.83	\$0.00	\$49.01
3	70	\$25.66	\$10.18	\$16.83	\$0.00	\$52.67
4	80	\$29.33	\$10.18	\$16.83	\$0.00	\$56.34
5	90	\$32.99	\$10.18	\$16.83	\$0.00	\$60.00

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH  
BRICKLAYERS LOCAL 3 - MARBLE & TILE

02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
08/01/2013	\$48.10	\$10.18	\$18.15	\$0.00	\$76.43
02/01/2014	\$48.66	\$10.18	\$18.15	\$0.00	\$76.99
08/01/2014	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
02/01/2015	\$50.12	\$10.18	\$18.22	\$0.00	\$78.52
08/01/2015	\$51.02	\$10.18	\$18.29	\$0.00	\$79.49
02/01/2016	\$51.59	\$10.18	\$18.29	\$0.00	\$80.06
08/01/2016	\$52.49	\$10.18	\$18.37	\$0.00	\$81.04
02/01/2017	\$53.06	\$10.18	\$18.37	\$0.00	\$81.61

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 20 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.05	\$10.18	\$18.15	\$0.00	\$52.38
2	60	\$28.86	\$10.18	\$18.15	\$0.00	\$57.19
3	70	\$33.67	\$10.18	\$18.15	\$0.00	\$62.00
4	80	\$38.48	\$10.18	\$18.15	\$0.00	\$66.81
5	90	\$43.29	\$10.18	\$18.15	\$0.00	\$71.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2013	\$34.68	\$9.80	\$15.76	\$0.00	\$60.24
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2013	\$35.45	\$9.80	\$15.76	\$0.00	\$61.01
	04/01/2014	\$36.23	\$9.80	\$15.76	\$0.00	\$61.79
	10/01/2014	\$37.18	\$9.80	\$15.76	\$0.00	\$62.74
	04/01/2015	\$38.14	\$9.80	\$15.76	\$0.00	\$63.70

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 21 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.07	\$9.80	\$4.32	\$0.00	\$33.19
2	65	\$22.54	\$9.80	\$13.01	\$0.00	\$45.35
3	75	\$26.01	\$9.80	\$13.80	\$0.00	\$49.61
4	85	\$29.48	\$9.80	\$14.58	\$0.00	\$53.86

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.50	\$9.80	\$4.32	\$0.00	\$33.62
2	65	\$23.04	\$9.80	\$13.01	\$0.00	\$45.85
3	75	\$26.59	\$9.80	\$13.80	\$0.00	\$50.19
4	85	\$30.13	\$9.80	\$14.58	\$0.00	\$54.51

## Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 2						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 22 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2013	\$35.91	\$7.80	\$15.60	\$0.00	\$59.31
-------------------------------------	------------	---------	--------	---------	--------	---------

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

**Notes:**

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2013	\$33.97	\$7.80	\$15.60	\$0.00	\$57.37
---------------------------------------	------------	---------	--------	---------	--------	---------

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 23 of 34

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

## PAINTER (TRAFFIC MARKINGS)

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

## PAINTER / TAPER (BRUSH, NEW) \*

\* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
------------	---------	--------	---------	--------	---------

## Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 24 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
<i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17
PILE DRIVER	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
<i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 25 of 34

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PILE DRIVER - Local 56 Zone 1**

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER  
PIPEFITTERS LOCAL 537

03/01/2013    \$49.34    \$8.75    \$14.39    \$0.00    \$72.48

**Apprentice - PIPEFITTER - Local 537**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:\*\*

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 26 of 34



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
PLUMBERS & GASFITTERS LOCAL 12						

**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
LABORERS - ZONE 1	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 27 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

**Apprentice - ROOFER - Local 33**

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2013	\$37.66	\$10.50	\$10.70	\$0.00	\$58.86
--	------------	---------	---------	---------	--------	---------

ROOFERS LOCAL 33

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
-------------------	------------	---------	--------	---------	--------	---------

SHEETMETAL WORKERS LOCAL 17 - A

**Apprentice - SHEET METAL WORKER - Local 17-A**

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

Notes:  
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
--------------	------------	---------	--------	--------	--------	---------

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 29 of 34

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

Notes:

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 30 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.00	\$10.18	\$18.15	\$0.00	\$75.33
	02/01/2014	\$47.56	\$10.18	\$18.15	\$0.00	\$75.89
	08/01/2014	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	02/01/2015	\$49.02	\$10.18	\$18.22	\$0.00	\$77.42
	08/01/2015	\$49.92	\$10.18	\$18.29	\$0.00	\$78.39
	02/01/2016	\$50.49	\$10.18	\$18.29	\$0.00	\$78.96
	08/01/2016	\$51.39	\$10.18	\$18.37	\$0.00	\$79.94
	02/01/2017	\$51.96	\$10.18	\$18.37	\$0.00	\$80.51

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.50	\$10.18	\$18.15	\$0.00	\$51.83
2	60	\$28.20	\$10.18	\$18.15	\$0.00	\$56.53
3	70	\$32.90	\$10.18	\$18.15	\$0.00	\$61.23
4	80	\$37.60	\$10.18	\$18.15	\$0.00	\$65.93
5	90	\$42.30	\$10.18	\$18.15	\$0.00	\$70.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 32 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

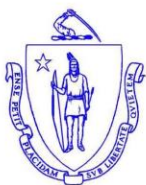
\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 07/25/2013

Wage Request Number: 20130725-008

Page 34 of 34





THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR  
**DIVISION OF OCCUPATIONAL SAFETY**  
PREVAILING WAGE PROGRAM  
[www.mass.gov/dos/pw](http://www.mass.gov/dos/pw)

**NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS**

ISSUED: SEPTEMBER 1, 2006

**DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)**

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In Teamsters Joint Council No. 10 v. Department of Labor, et al., 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See Construction Industries of Massachusetts v. Commissioner of Labor and Industries, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

**DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)**

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 2013

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, scheduling, monetary constraints (due to cost adjustments) and/or funding amounts may ultimately necessitate.

**NOTICE:** In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Liquid Asphalt. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: <b>0.303FC-CRS - FUEL COSTS FOR CRACK-SEALING*</b></p> <p>* Bidder's may elect <b>NOT</b> to bid the cost of fuel(s) separately by inserting the term <b>N/A</b> (<i>i.e. Not Applicable</i>) in all (4) entry lines of this <b>Item 0.303FC-CRS</b>. This is <b>a mandatory requirement</b> to verify the Contractor has chosen to waive their option to bid the cost of fuel(s) separately and has instead elected to factor their collective <b>crack-sealing fuel costs</b> into the bid price of <b>Item 1</b>.</p> <ul style="list-style-type: none"> <li>Contractor's who choose to bid this Line Item should <b>NOT</b> incorporate the cost of fuels in Line Item 1.</li> <li>The City of Newton reserves the right to validate the Contractor's fuel consumption information before and after awarding the bid.</li> </ul> <p>-----</p> <p><b>0.303FC-CRS</b> Total combined number of gallons of Fuel (Diesel &amp; Gasoline) to install <u>One Gallon</u> of <b>CRack-Sealing (CRS)</b> compound:</p> <p>(IN WORDS)_____ Gallons Per Gallon of CRS</p> <p>(IN FIGURES)_____ Gallons Per Gallon of CRS</p> <p>( _____ Gallons per Gal. CRS) x ( \$ <u>3.224</u> /Gallon ) x _____</p> <p style="text-align: center;"><i>Base Price of diesel and gasoline= (BPF) Per Mass Highway</i></p>	12,000	Gal. CRS	<p>Note: This factored value is for the <b><u>Comparison of Bids Only.</u></b> (See Spec. Prov.)</p> <p>\$ _____</p>

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: <b>0.303LA- DIFFERENTIAL FOR LIQUID ASPHALT</b></p> <p>(Informational Note: For the purpose of this program <u>One (1) Gallon</u> of Type AC-10/AC-20 Asphalt Cement <u>used for Crack-Sealing</u> shall contain five-thousandths (<b>. 005</b>) Ton of Liquid Asphalt.</p> <p>The <b>Base Price</b> for Liquid Asphalt is:</p> <p style="text-align: center;">\$ <b>607.50</b> PER TON OF LIQUID ASPHALT  <i>Base Price of Liquid Asphalt (BPLA)</i>  <i>Per Mass Highway</i></p>	N/A	N/A	<p>The Base Price (BPLA) shall be used to determine the monthly price differential (See Spec. Prov.)</p> <p>\$ <u>N/A</u></p>
<p>ITEM: <b>1 – CLEANING &amp; SEALING OF CRACKS IN BITUMINOUS CONCRETE ROADWAYS</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC-CRS) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER GALLON OF CRACK-SEAL</p>	12,000	Gal. CRS	\$ _____
<p>ITEM: <b>2 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS</b>          (THESE MONIES ARE TO BE PAID DIRECTLY THRU AN INTER-DEPARTMENTAL BILLING PROGRAM)</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ <b>8,000.00</b>) PER <b>ALLOWANCE</b></p>	1	ALL.	<b>\$8,000</b>
<p>ITEM: <b>3 - MISCELLANEOUS WORK ALLOWANCE</b>          (ENGINEER'S DISCRETIONARY FUND)</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ <b>500.00</b>) PER <b>ALLOWANCE</b></p>	1	ALL.	<b>\$500</b>

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: <b>4 - MATERIALS TESTING ALLOWANCE</b>			
THE SUM OF:			
_____ <b>FIVE HUNDRED</b> _____ DOLLARS			
AND _____ <b>NO</b> _____ CENTS			
(\$ _____ <b>500.00</b> _____) PER <b>ALLOWANCE</b>	<b>1</b>	<b>ALL.</b>	<b>\$500</b>

TOTAL BID PRICE:

\$


*(Total Bid Price must be entered in "PARAGRAPH C" of the BID FORM).*

END OF SECTION



**SECTION 0. 303****Item 0.303FC-CRS - FUEL COSTS FOR CRACK-SEALING\***Description

\* The Contractor may elect **NOT** to bid the cost of fuels separately by inserting the term **N/A** (*i.e. Not Applicable*) in **all (4) entry lines of Item 0.303FC-CRS on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived the option to bid the cost of fuel(s) separately, but has instead elected to factor the collective costs of fuels, for the installation of crack-sealing compound, into the bid price of Item 1.**

(a) Under this item the Contractor shall be paid for all the fuel(s) consumed in the performance of the **crack-sealing component** of this contract.

(b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements, and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.

(c) **IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward.**

(d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid by the Contractor was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all **transport and application** equipment and their associated manufacturers fuel consumption rates which the Contractor/supplier intends to use to complete the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel for the **supply, delivery and installation of the crack-sealing material(s)**, is excessive for the type of equipment traditionally deployed for this type of work then **the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.**

(e) The Contractor shall also incorporate into their bid the amounts of fuel required for any work performed by their subcontractors and/or by their vendors.

Method of Administration

(f) In accordance with Chapter 303 Acts of 2008, the City of Newton shall use the most current 'new' pricing of Diesel and Gasoline fuel as they are indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the **Base Price** of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the **Period Price** of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**



Method of Administration

(g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.

(h) Payments for fuel used for the **crack-sealing operation(s)** shall be calculated at the end of **each calendar month** and shall be based upon the acceptable **number of gallons of crack-sealing compound supplied, delivered, installed, and verified by the DPW Agent-In-Charge** for each (applicable) calendar month in which the work was performed, **inclusive of the cleaning of cracks prior to the placement of the crack-sealing compound. (Program Note: In the event a continuous crack-sealing operation spans several days but the delivery & discharge of the material is performed in two separate months, then two separate fuel payments shall be factored in accordance with these provisions).**

(i) At the end of each calendar month the Contractor shall furnish the Engineer with an accurate measured and tabular accounting which clearly shows the **collective number of gallons of crack-seal verified and applied during that particular (applicable) calendar month**. The invoiced accounting shall bear the name of the Contractor and/or their Vendor, and the invoice shall **be surrendered to the DPW Agent-In-Charge immediately upon the termination of operations at the end of each calendar month. The City will have no obligation to pay for any errant slips which are forwarded after the crack-sealing delivery vehicle/tank unit has exited the project site without prior authorization from the DPW Agent-In-Charge.**

(j) **No upward fuel adjustment will be made for any delivery and/or application related activity which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(k) Payment formula:

**BPF** = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in \$/Gallon)

**PPF** = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in \$/Gallon)

**G** = Gallons of fuel bid by the Contractor to apply One (1) Gallon of AC-10 or AC-20 Liquid Asphalt  
(Gallons of fuel bid for all crack-sealing services)

**GLA** = The total number of Gallons of AC-10 or AC-20 Liquid Asphalt Installed in the applicable calendar month

**If a change in (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x GLA = Fuel Payment (\$)**

**If a change in (PPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x GLA = Fuel Payment (\$)**

Basis of Payment

**\* The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC-CRS on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived the option to bid the cost of fuel(s) separately, but has instead elected to factor the collective costs of fuels, for the installation of crack-sealing compound, into the bid price of Item 1.**

Basis of Payment (Continued)

(l) **The collective cost of all fuel(s) consumed for the cleaning of cracks, and for the subsequent delivery, discharge and application of one gallon of AC-10 or AC-20 Liquid Asphalt crack-sealing compound, verified and accepted by the DPW Agent-In-Charge, shall be paid for under Item 0.303FC-CRS.** The cost of fuel used to complete the work under this item shall be made in accordance with the applicable Period Price formula for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed. The Contractor will be paid the contract unit price **per gallon(s) of fuel consumed for the cleaning of cracks and for the delivery, discharge and application of one gallon of AC-10 or AC-20 Liquid Asphalt crack-sealing compound installed** within each applicable calendar month as specified herein.

(m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.

(n) No payment shall be made for any fuel(s) consumed to remedy and/or to replace any deficient material supplied by the Contractor, subcontractors and/or their vendors.

**SECTION 0. 303****Item 0.303LA - DIFFERENTIAL FOR LIQUID ASPHALT****Description**

(a) Under this item a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Liquid Asphalt contained in the total number of **gallons of AC-10 or AC-20 asphalt cement** supplied, delivered and installed in each respective calendar month.

(b) **Item 0. 303LA** is to provide a structured means, whereby the cost of the Liquid Asphalt contained in **AC-10 or AC-20 asphalt cement** is evaluated each calendar month, and under certain market conditions this value is adjusted **either upward or downwards** to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.

(c) **IMPORTANT NOTE: An adjustment to the cost of the Liquid Asphalt component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Liquid Asphalt has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the crack-sealing compound(s) consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Liquid Asphalt component.**

**Method of Administration**

(d) **Prior to the commencement of the crack sealing operation the Contractor is to accommodate the Engineer in performing a pre-application inspection of the AC-10 & AC-20 holding tank to verify the number of gallons in the unit. Subsequently, upon the completion of the crack sealing operation the Contractor shall again accommodate the Engineer in performing his post-treatment inspection of the holding tank to verify the number of gallons remaining in the unit.**

(e) Immediately upon delivery, and subsequently upon the final discharge of the **crack-sealing** compound at day's end, the Contractor shall furnish the Engineer with an invoice that clearly indicates the amount of **asphalt cement** that was applied. The invoice shall clearly show the **tare weight and gallons, the type of asphalt cement and the date of delivery & discharge** for each **tank of asphalt cement** which is ultimately delivered and discharged. The plant issued tare/weight/gallons invoicing slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the delivery vehicle/tank unit has exited the project site.**

(f) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current 'new' pricing for **Liquid Asphalt** as indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The value at the time of advertisement shall serve as the Base Price of Liquid Asphalt (BPLA). Subsequently, and during the course of the contract, the Period Price of the Liquid Asphalt (PPLA) component shall be determined in the same manner and at the end of each respective calendar month, and if the Period Price (PPLA) has either increased or decreased by more than five percentage points (5%) relative to the Base Price (BPLA) index, then the differential cost of the Liquid Asphalt component shall be paid for at the adjusted rate, otherwise no adjustment shall be made.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**

Method of Administration (Continued)

(g) The differential value for the Liquid Asphalt component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable gallons of **AC-10 or AC-20 asphalt cement** supplied, delivered and installed within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Liquid Asphalt that is contained in a single gallon of AC-10 or AC-20 asphalt cement. **(Program Note: In the event a continuous delivery & application operation spans several days but is performed in two separate months, then two separate Liquid Asphalt calculations shall be made.)**

(h) When a cost differential is applied it shall be inclusive of the five (5%) variation.

(i) **No upward Liquid Asphalt component adjustment will be made for any crack-sealing material which is applied beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(j) Payment formula:

**BPLA** = The Base Price Liquid Asphalt Cost Index on the bid release date (\$/Ton of Liquid Asphalt )

**PPLA** = The Period Price for One Ton of Liquid Asphalt for the applicable calendar month in which it was delivered (\$/Ton of Liquid Asphalt)

**GLA** = Total Gallons of AC-10 and/or AC-20 Asphalt Cement applied in the applicable calendar month (Gallons)

**. 005 = Tons of Liquid Asphalt in One (1) Gallon of AC-10 or AC-20 Asphalt Cement (Tons/Gallon)**

**If the (PPLA) does not exceed +/- 5% relative to the (BPLA) then: No differential adjustment.**

**If the (PPLA) exceeds +/- 5% relative to the (BPLA) then:**

$$(PPLA - BPLA) \times GLA \times .005 = \text{Differential Value for Current Pay Period } (\$)$$

Basis of Payment

(k) Under **Item 0.303LA** the Contractor shall be paid the differential value for **Liquid Asphalt contained in One (1) Gallon of AC-10 or AC-20 Asphalt Cement**, authorized and subsequently verified by the DPW Agent-In-Charge, and used to complete the work under this contract, with said payment being made in accordance with the Period Price index values for Liquid Asphalt posted for each calendar month in which the work was performed relative to the Base Price as specified herein. Subsequently these values shall be ultimately factored and paid in accordance with the above-noted formula (**Par. j**) and as specified herein.

**(l) The differential value for Liquid Asphalt shall be based upon a fixed mean value of five-thousandths (. 005)Ton Liquid Asphalt contained in One (1) Gallon of Type AC-10 and/or AC-20 Asphalt Cement, with said value differential being factored only on the number of Gallons of Crack-Seal actually used, verified and/or accepted by the DPW Agent-In-Charge.**

Basis of Payment (Continued)

(m) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Liquid Asphalt contained in any crack-sealing material(s) which are used to remedy any deficient work which was initially performed by the Contractor and/or vendor under this contract, and which is proven to be deficient and/or of inferior quality during and/or subsequent to discharge.

(n) The Contractor shall be responsible for disbursing the Liquid Asphalt cost adjustments to their subcontractors and/or to their vendors.

**SECTION 1****Item 1 – CLEANING & SEALING OF CRACKS IN BITUMINOUS CONCRETE ROADWAYS****DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC-CRS) \*****Description**

**\* The Contractor may elect NOT to bid the cost of (crack-sealing) fuels separately by inserting the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC-CRS on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the collective fuel costs for the cleaning and sealing of cracks into the bid prices of (this item) Item 1.**

(a) The work to be done under this item shall consist of the operations, and for the furnishing of all materials, labor and equipment necessary **for removing all vegetation from the roadway surface, and for the subsequent cleaning and sealing of all random cracks located along the roadway(s) which are designated for chip-seal.** The Engineer shall be sole judge as to what portions and/or to what limits these streets shall be sealed. **To that end no work is to commence until such time as the Engineer has reviewed the streets with the Contractor and has issued the order, on a case-by-case basis, as to what extent each individual street is to be sealed.**

**Materials**

(b) The sealing material shall be an asphalt-fiber compound designed to improve the strength and performance of the parent asphalt sealant.

(c) The asphalt sealant shall be AC-10 or AC-20 with a penetration of 75-100. **The material, at the point of application, shall be heated to provide a maximum viscosity for the purpose of ensuring maximum penetration within the crack/crevice while ensuring maximum structural integrity of the crack-sealing compound once applied.**

(d) The fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length-----7 mm.

Diameter-----0.0008 inch plus or minus 0.0001 inch

Specific Gravity-----1.32 to 1.40

Melt Temperature-----480 degrees F. minimum

Ignition Temperature----1000 degrees F. minimum

Tensile Strength-----75,000 PSI plus or minus 5,000 PSI

Break Elongation-----33% plus or minus 9%--They are fully drawn

(e) The fibers shall be mixed so as to comprise five (5) to eight (8) percent by weight of the compound, shall be chemically compatible and shall function to redistribute stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc. The Contractor shall furnish a manufacturer's certificate of compliance before any work is begun.

(f) Black beauty aggregate shall be black beauty abrasive boiler slag as manufactured by the Reed Corporation of Concord, N. H. or an approved equal.

Equipment and Operations

(g) Equipment used in the performance of the work required by this section shall be subject to the approval of the Engineer and in satisfactory working condition at all times.

(h) Each wheeled vehicle shall be equipped with flashing warning lights which shall be in operation while the unit(s) are deployed within the roadway.

(i) The Contractor shall perform his work with total regard for pedestrian and vehicular safety during the course of his operations. To that end Contractor shall provide and enforce the wearing of high-visibility OSHA approved vests for all Contractor site personnel, and shall additionally promote maximum work zone safety by strategically positioning equipment, site personnel and Police Details on a continuous basis.

(j) No road closures shall be factored into the Contractors schedule unless prior authorization has been granted by the Engineer and proper signing has been established in advance of the Contractors operation.

(k) Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(l) Manually operated gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from cracks.

(m) Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(n) The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees F. and 550 degrees F.

(o) Equipment for drying if necessary and for grass removal in cracks shall be a Propane Torch unit which operates at 2000 degrees F. and gas velocity 3000 feet per second.

(p) Equipment for applying the sealing material shall consist of a pressure applicator shoe with suitable hose connection to the melting kettle. The applicator shall be equipped with a three (3) inch or a five (5) inch applicator head as directed by the Engineer. The Engineer may at his discretion require the Contractor to change from one size applicator head to another when moving from one job site to another.

Method of Construction

(q) Crack Sealing shall be meticulously applied by workmen skilled in the use of applying crack/joint sealing compound, via the use of special dispensing heads and associated equipment, such that the maximum height of the compound is no more than one-eighth (1/8) inch above the existing pavement.

**(r) No sealing material shall be applied in damp cracks and/or on residually damp roadways, or where frost, snow, or ice is present, or when the ambient temperature is below 40 degrees F.**



Method of Construction (Continued)

- (s) **All old material and other debris shall be completely removed from the cracks until only the original base bituminous material remains and is in evidence.** All residual material generated by the cleaning operation(s) shall be immediately collected and removed by the Contractor from pavement surface by means of power sweepers or hand brooms or air brooms. However in every case the Contractor shall exercise extreme care so as not to blow ejected granular or vegetative material at pedestrians, vehicles. Further, all ejected material shall be cleaned from all peripheral areas, inclusive of both public and private lands.
- (t) When cracks and/or seams show evidence of vegetation, it shall be removed and sterilized by use of a Propane Torch unit for the purpose of eliminating all vegetation, dirt, moisture and seeds.
- (u) Joint sealing material shall be heated and applied at temperature specified by the manufacturer and approved by the Engineer. Minimum application temperature shall be 320 degrees Fahrenheit.
- (v) All cracks shall be sealed according to the manufacturer's instructions and as specified herein and the sealer shall be well bonded to the pavement.
- (w) When cracks have been satisfactorily sealed with the asphalt compound they shall be **immediately and completely** dusted over with black beauty aggregate to provide a uniform non-skid surface for traffic.

Method of Measurement

- (x) **Prior to the commencement of the crack sealing operation the Contractor is to accommodate the Engineer in performing a pre-application inspection of the AC-10 & AC-20 holding tank to verify the number of gallons in the unit. Subsequently, upon the completion of the crack sealing operation the Contractor shall again accommodate the Engineer in performing his post-treatment inspection of the holding tank to verify the number of gallons remaining in the unit.** The Contractor shall provide the means for access and measurement of the holding tank and such means shall be approved by the Engineer in advance of the tank inspection process.
- (y) Immediately upon delivery, and subsequently upon the final discharge of the **crack-sealing** compound at days end, the Contractor shall furnish the Engineer with an invoice that clearly indicates the amount of **asphalt cement** that was applied. The invoice shall clearly show the **tare weight and gallons, the type of asphalt cement and the date of delivery & discharge** for each **tank of asphalt cement** which is ultimately delivered and discharged. The plant issued tare/weight/gallons invoicing slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the delivery vehicle/tank unit has exited the project site.**
- (z) Cleaning and sealing of random cracks in bituminous concrete pavement shall be measured by the actual number of **gallons of AC-10 or AC-20 sealant** applied, complete-in-place, inclusive of 'black-beauty' aggregate.



Basis of Payment

\* The Contractor may elect **NOT** to bid the cost of (crack-sealing) fuels separately by inserting the term **N/A** (*i.e. Not Applicable*) in **all (4) entry lines** of Item 0.303FC-CRS on Item Sheet 1. This is a **mandatory requirement** to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the collective fuel costs for the cleaning and sealing of cracks into the bid price of (this item) Item 1.

(aa) Under **Item 1** the Contractor will be paid the contract unit price **per gallon** of AC-10 or AC-20 crack-seal used for the cleaning and sealing of random cracks in bituminous concrete pavement, complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item, as directed by the Engineer, and as specified herein.

**SECTION 2****Item 2 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS****(THESE MONIES ARE TO BE PAID DIRECTLY THRU AN INTER-DEPARTMENTAL BILLING PROGRAM)****Description**

(a) The Contractor is advised that payment of Police officers shall be performed by the City through inter-departmental billing procedures, **therefore a capital outlay by the Contractor will not be required** under this program. **However under Item 2 the Contractor shall be completely responsible for ordering, and for canceling details on a day to day basis.** In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, **then the Contractor shall bear the expense of that billed detail.** To that end the Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. However the City of Newton will grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

**(b) When ordering, canceling and/or communicating with the Police Services personnel the Contractor shall identify;**

- **The Location of the Project**
- **The Contract Number** (to ensure proper billing procedures for accounting and routing purposes)
- **The work as a City funded contract** (to ensure surcharges are not applied)

**In the event these criteria are not clearly stated the Contractor will be held responsible for any excess charges associated with this program.**

**(c) The administrative sum to be allowed for Item 2 shall be eight thousand dollars (\$8,000.00).**

**Basis of Payment**

**(d) Subject to the conditional citations set forth in Paragraph (a) and (b); Under Item 2, the invoiced amount(s) shall be paid directly to the City of Newton Police Department, and/or to the Massachusetts State Police, for services rendered by Police officers. These payments shall be made through a direct inter-departmental billing and payment program administered by the Engineer, therefore a capital outlay by the Contractor will not be required.**

**SECTION 3****Item 3 – MISCELLANEOUS WORK ALLOWANCE  
(ENGINEERS DISCRETIONARY FUND)****Description**

The intent of this section is not for work or materials typically incidental to other work items performed and/or rendered under this contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the “Miscellaneous Work Allowance”.

The sum to be allowed for the work of this **Item 3 shall be five hundred dollars (\$500.00).**

All work under this item shall be paid for by one or more or a combination of the following methods at the City’s discretion:

- a. Unit prices previously bid
- b. An agreed lump sum
- c. The actual cost of:
  1. labor, including foreman;
  2. materials entering permanently into the work;
  3. the ownership or rental cost of construction plant & equipment during the time of use on the extra work;
  4. power and consumable supplies for the operation of power equipment;
  5. insurance;
  6. social security and old age, and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon, but **not to exceed fifteen per cent (15%) of the actual cost of the work**. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor’s cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor’s cost of supervision, overhead, profit, bond, and any other general expenses.

**Basis of Payment**

Payment for work completed under **Item 3** shall be as specified above, in full or in part, as pre-approved by the Engineer.

**SECTION 4****Item 4 – MATERIALS TESTING ALLOWANCE****Description**

(a) The Contractor shall include in his bid an allowance of **five hundred dollars (\$500.00)** for cylinders and for other tests conducted in the field and/or the laboratory as required by the Engineer for the control of the concrete, reclaimed pavement material, bituminous concrete pavement, asphalt, aggregate(s), or for any other material.

(b) The City will reimburse the Contractor the full amount of the material testing services provided when approved by the Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

**Basis of Payment**

(c) Under **Item 4** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory. **Under no circumstances will the City of Newton pay for any testing procedures which unreasonably exceed accepted industry standards (based upon three (3) additional independent quotes for similar testing procedures).**

**END OF SECTION**

## CITY OF NEWTON

### SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

#### A. SUMMARY OF WORK

1. Work under this contract is for the initial cleaning of cracks in bituminous concrete roadways and for the subsequent application of crack-sealing compound. The Contractor shall be performing the work at multiple roadway locations based upon a schedule as determined by the Engineer on a day-to-day basis.
2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

#### B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

#### C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

#### II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

#### A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

#### B. The time for substantial completion pursuant to Article 2 of the Contract shall:

### **NOTICE: \* TIME IS OF THE ESSENCE \***

**Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:**

- A signed contract.
- A Certificate of Insurance (naming the City as an additional insured)
- A Labor and Materials Payment Bond in the amount of 50% of the contract total.

**Anticipated start date is August 26, 2013. Time for completion is thirty (30) calendar days from the Notice To Proceed.**

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 6A** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

### **III. INSURANCE REQUIREMENTS**

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
  - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
  - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**END OF SECTION**

**CITY OF NEWTON**

**GENERAL CONDITIONS OF THE CONTRACT**

**FOR PUBLIC WORKS CONSTRUCTION**

**ARTICLE 1**

(DELETED)

**ARTICLE 2**

**Definitions**

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

**ARTICLE 3**

**Plans, Drawings, Profiles**

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

**Discrepancy in Plans**

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

**ARTICLE 4**

**Inspection**

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

## **ARTICLE 5**

### **Change in Plans and Work**

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

## **ARTICLE 6**

### **Time and Manner of Doing the work - Beginning and Completion**

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

### **Maintenance of Travel**

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

### **Abandonment of Work by Contractor**

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

## **ARTICLE 6A**

### **Liquidated Damages**

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.



## **SCHEDULE OF DEDUCTIONS**

Daily Charge  
Per Calendar Day

\$500.00

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

## **ARTICLE 6B**

### **Delays and Extensions of Time**

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

## **ARTICLE 7**

### **Lines and Grades**

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

## **ARTICLE 8**

### **Public Service Pipes and Conduits**

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere

with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

### **Protection of Existing Structures**

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

### **Changing the Location of Existing Structures**

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

## **ARTICLE 9**

### **Co-operation with Other Contractors**

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

## **ARTICLE 10**

### **Subcontracts**

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

## **ARTICLE 11**

### **Compensation for Work**

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

### **Final Payment--Claims Against Contractor**

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

### **Extra Work**

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

### **Contract Made Subject to Appropriations**

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

## **ARTICLE 12**

### **Responsibility for Work--Contractor's Responsibility**

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

## **ARTICLE 13**

### **LIGHTS--GUARDS**

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

## **ARTICLE 14**

### **Guaranty**

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

**ARTICLE 15**  
**Defective Work and Materials**

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

**ARTICLE 16**  
**Employment of Labor**

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

**ARTICLE 17**  
**Laws and Regulations--Contractor to Comply with Law**

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

**END OF SECTION**